

RECEIVED

AUG 29 2005

DEPARTMENT OF
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 67-7019
Date Received: 10/16/1989
Receipt No: W006242
Received By:

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JAMES N WOLFE Phone: (208) 355-2357
1032 UPPER SOULEN RD
MIDVALE ID USA 83645

CAROL R WOLFE Phone: (208) 355-2357
1032 UPPER SOULEN RD
MIDVALE ID USA 83645

2. Date of Priority: 08/21/1968

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
11N	02W	9	SE SE	WASHINGTON	

5. Description of diverting works:

441' WELL W/16" CASING, 200 HP PUMP, 75 HP BOOSTER PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	3.53	1497.4
STOCKWATER	01/01	12/31	0.03	1.4

7. Total Quantity Appropriated is:

3.53 C.F.S. and/or 1497.4 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
11N	02W	9	NE	NE		IRRIGATION	9.1
			SW	NE		IRRIGATION	40
			SE	NE		IRRIGATION	36
			SE	NW		IRRIGATION	40
			NE	SW		IRRIGATION	40
			SE	SW		IRRIGATION	40
			NE	SE		IRRIGATION	40
			NW	SE		IRRIGATION	40
			SW	SE		IRRIGATION	40
			SE	SE		IRRIGATION	40
						Section Acres	365.1
11N	02W	10	NW	NW		IRRIGATION	40
			SW	NW		IRRIGATION	40
			SE	NW		IRRIGATION	40
			NE	SW		IRRIGATION	40
			NW	SW		IRRIGATION	40
			SW	SW		IRRIGATION	40
			SE	SW		IRRIGATION	40
						Section Acres	280
						Total Acres	645.1

11. Place of use in counties: WASHINGTON

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.

MAP FILED IN A67-02205. 8" PIPELINE FOR SPRINKLER IRRIGATION.
OWNERSHIP CHANGED 10-12-95. JS ADDRESS CHANGED PER CLAIMANT LETTER. DB 5/10/99 2ND
PHONE NUMBER - PER CLAIMANT - (208) 355-2625.

The previous owner irrigated approximately 378 acres or less per year throughout the fields in the above place of use. The CRP paper work shows 480.2 acres were placed in CRP in 1986 and 1987. These CRP contracts were renewed and the fields still remain out of production. The CRP maps are included, but it is now too difficult to distinguish all of the borders of the individual fields. Therefore, we are requesting that a permissible place of use be established, since the fields were rotated prior to being put into CRP in 1986.

15. Basis of Claim: License

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

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4. Point of Diversion:

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5. Description of diverting works:

441' WELL W/16" CASING, 200 HP PUMP, 75 HP BOOSTER PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	3.53	1497.4
STOCKWATER	1/01	12/31	0.03	1.4

7. Total Quantity Appropriated is:

3.53 C.F.S. and/or 1497.4 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres	
11N	02W	9	SE	NW	IRRIGATION	9	40
			SE	SE	IRRIGATION	24	40
			NE	SW	IRRIGATION	15	40
			NW	SW	IRRIGATION	2	0
			SW	SW	IRRIGATION	4	0
			SE	SW	IRRIGATION	14	40
			NE	SE	IRRIGATION	35	40
			NW	SE	IRRIGATION	40	40
			SW	SE	IRRIGATION	33	40
			NE	NE	IRRIGATION	7	9.1
			SW	NE	IRRIGATION	27	40
			SE	NE	IRRIGATION	39	36
					Section Acres	365.1	
11N	02W	10	NW	NW	IRRIGATION	40	
			SW	NW	IRRIGATION	34	40
			SE	NW	IRRIGATION	3	40
			NW	SW	IRRIGATION	5	40
			NE	SW	IRRIGATION	0	40
			SW	SW	IRRIGATION	0	40
			SE	SW	IRRIGATION	0	40
					Section Acres	280	
11N	02W	16	NW	NE	IRRIGATION	25	0
			SW	NE	IRRIGATION	5	0
			SE	NW	IRRIGATION	3	0
			NE	NW	IRRIGATION	14	0
					Section Acres	0	
					Total Acres	645.1	

PLEASE NOTE: This right is for 378 acre within the above described permissible place of use.

11. Place of use in counties: WASHINGTON

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.

MAP FILED IN A67-02205. 8" PIPELINE FOR SPRINKLER IRRIGATION.
 OWNERSHIP CHANGED 10-12-95. JS ADDRESS CHANGED PER CLAIMANT LETTER. DB 5/10/99 2ND
 PHONE NUMBER - PER CLAIMANT - (208) 355-2625.

7/27/2005 - The previous owner irrigated approximately 378 acres or less per year through out the fields in the above place of use. The CRP paper work shows that 480.2 acres were placed in CRP in 1986 and 1987. These CRP contracts were renewed and the fields still remain out of production. The CRP maps are included, but it is now too difficult to distinguish all of the borders of the individual fields. Therefore, we are requesting that a permissible place of use be established, since the fields were rotated prior to being put into CRP in 1986.

15. Basis of Claim: License

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 3

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s):

James Wolfe

Date:

July 27'05

Carol R. Wolfe

Date:

July 27-05

State of Idaho

County of

ADA

) SS.

Subscribed and sworn (or affirmed) before me this

of July 2005

Jan Shurte

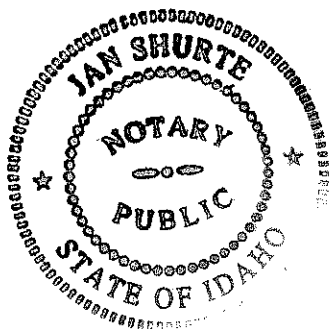
Notary Public

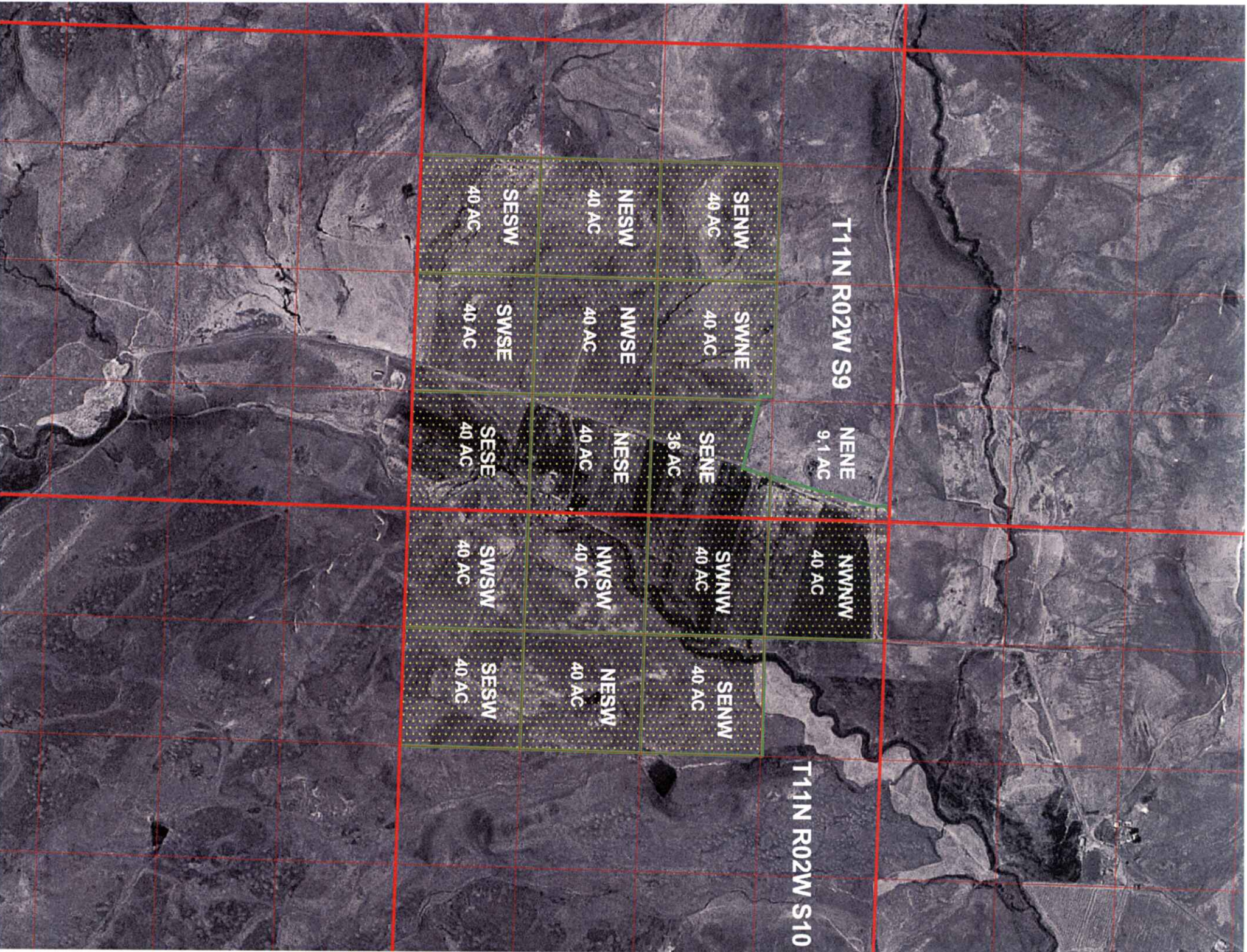
Residing at

Mendocino ID

My commission Expires

9-14-2006





CRP-1
(02-21-86)U.S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service
Commodity Credit Corporation

1. ST. & CO. CODE & C/D

2. CONTRACT NO.

32

CONSERVATION RESERVE PROGRAM CONTRACT

16 087 0

3. FARM NO.
C-108

NOTE:

The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a): The authority for requesting the information to be supplied on this form is the Food Security Act of 1985, P.L. 99-198, and the regulations promulgated thereunder (7 CFR Part 704) and the Internal Revenue Code (26 USC 5109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. The information may be furnished to other USDA agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to orders of a court, magistrate, or administrative tribunal. Furnishing of the Social Security Number (SSN) is mandatory. Furnishing all other information is voluntary; however, failure to furnish the correct, complete information requested will result in rejection of the offer to enter into the contract.

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners and operators (referred to as "Owner" and "Operator", respectively) on the farm identified above (referred to as "Farm") for the fields and acres (referred to as "designated acreage") identified in Items 8-17 below and on the CRP-1A Addendum, as applicable. The Owner and Operator agree to place the designated acreage into the Conservation Reserve Program ("CRP") for a period of 10 crop years from the date the Contract is executed by the CCC. The Owner and Operator also agree to implement on such designated acreage the Conservation Plan developed for such designated acreage and approved by the applicable local conservation district based upon the conservation practices identified in Items 10 and 15 below and in Items 4 and 9 on the CRP-1A Addendum or such other conservation practices as are identified in the Conservation Plan and agreed to by the Owner and Operator. The Owner and Operator and CCC agree to comply with the terms and conditions contained in this Contract and contained in the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, each Owner and Operator acknowledges that a copy of the Appendix has been provided to the Owner and Operator and that the Owner and Operator has signed the last page of such Appendix which will be kept on file in the County Agricultural Stabilization and Conservation Service (ASCS) Office. By signing below, the Owner and Operator also agree to allow CCC a period of 30 days from the close of the applicable signup period to accept this Contract and agree to pay liquidated damages in an amount specified in the Appendix if the Owner and Operator do not allow CCC such 30-day period in which to execute this Contract.

4. OWNERS AND OPERATORS

A. OPERATOR NAME AND ADDRESS	SHARE	SSN	SIGNATURE	DATE
Craig Ranches HC70 Box 2274 Midvale, Idaho 83645	100 %	82 0309185 8	<i>[Signature]</i>	8-11-86
B. OWNER NAME AND ADDRESS	SHARE	SSN	SIGNATURE	DATE
	%			
C. NAME AND ADDRESS	SHARE	SSN	SIGNATURE	DATE
	%			
D. NAME AND ADDRESS	SHARE	SSN	SIGNATURE	DATE
	%			

5. ACRES FOR CRP	6. RENTAL RATE PER ACRE	7. CONTRACT PERIOD	
		FROM	TO
228.2	\$ 50.00	1987	1996

TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES	TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES
8	9	10	11	12	13	14	15	16	17
T 493	1	Cp-1	26.1	50%		6	CP-1	45.0	50%
	2	CP-1	11.0			7	CP-1	49.9	
	3	CP-1	6.4			8	CP-1	12.6	
	4	CP-1	16.1		T 494	1	CP-1	29.6	
	5	CP-1	31.5						

18. ANNUAL PAYMENT

\$ 11,410.00

19. CCC USE ONLY - Payments according to the shares are approved.

CCC REPRESENTATIVE'S SIGNATURE

[Signature]

DATE

12-10-86

OWNER COPY

CRP-1
(02-21-86)U.S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service
Commodity Credit CorporationST. & CO. CODE &
C/D

2. CONTRACT NO.

40

3. FARM NO.

C-108

CONSERVATION RESERVE PROGRAM CONTRACT

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4. OWNERS AND OPERATORS

A. OPERATOR NAME AND ADDRESS

Craig Ranches, Inc.

Midvale, ID 83645

SHARE SSN

82-0309185

SIGNATURE *Craig Ranches*

DATE

All %

X *Elwin O. Craig*

11-13-87

B. OWNER NAME AND ADDRESS

SHARE SSN

%

SIGNATURE

DATE

C. NAME AND ADDRESS

SHARE SSN

%

SIGNATURE

DATE

D. NAME AND ADDRESS

SHARE SSN

%

SIGNATURE

DATE

5. ACRES FOR CRP

6. RENTAL RATE PER ACRE

7. CONTRACT PERIOD

195.6

\$ 50.00

1987

1996

TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES	TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES
8	9	10	11	12	13	14	15	16	17
T493	5	CP1	25.5	50%	T493	11	CP1	91.2	50%
	4	CP1	26.3	50%					
	3	CP1	13.3	50%					
	9	CP1	7.8	50%					
	10	CP1	31.5	50%					

18. ANNUAL PAYMENT

\$ 9,780.00

19. CCC USE ONLY - Payments according to the shares are approved.

CCC REPRESENTATIVE'S SIGNATURE

Samuel Krause

DATE

11/12/87

ORIGINAL - COUNTY OFFICE COPY

CRP-1
(02-21-86)

U.S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service
Commodity Credit Corporation

ST. & CO. CODE & C/D

1. CONTRACT NO.

2. FARM NO.

CONSERVATION RESERVE PROGRAM CONTRACT

16-087-0

C-108

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A. OPERATOR NAME AND ADDRESS

Craig Ranches
HC70 Box 2274
Midvale, ID 83645

SHARE SSN

82-0309185

SIGNATURE

Elwin C. Craig Pres

DATE

ALL %

Craig Ranches

7-31-87

B. OWNER NAME AND ADDRESS

SHARE SSN

SIGNATURE

DATE

%

C. NAME AND ADDRESS

SHARE SSN

SIGNATURE

DATE

%

D. NAME AND ADDRESS

SHARE SSN

SIGNATURE

DATE

%

5. ACRES FOR CRP

56.4 ac.

6. RENTAL RATE PER ACRE

\$ 50.00

7. CONTRACT PERIOD

FROM

TO

1987

1996

TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES	TRACT NO.	FIELD NO.	PRACTICE NO.	ACRES	RATE OF COST-SHARES
8	9	10	11	12	13	14	15	16	17
T493	18	CP1	8.3	50%	T493	22	CP1	13.6	50%
	18	CP1	5.5	50%		23	CP1	1.4	50%
	19	CP1	3.4	50%					
	20	CP1	18.1	50%					
	21	CP1	6.1	50%					

18. ANNUAL PAYMENT

\$2820

19. CCC USE ONLY - Payments according to the shares are approved.

CCC REPRESENTATIVE'S SIGNATURE

DATE

OPERATOR COPY

CONSERVATION PLAN MAP

Prepared by UNITED STATES DEPARTMENT of AGRICULTURE * SOIL CONSERVATION SERVICE

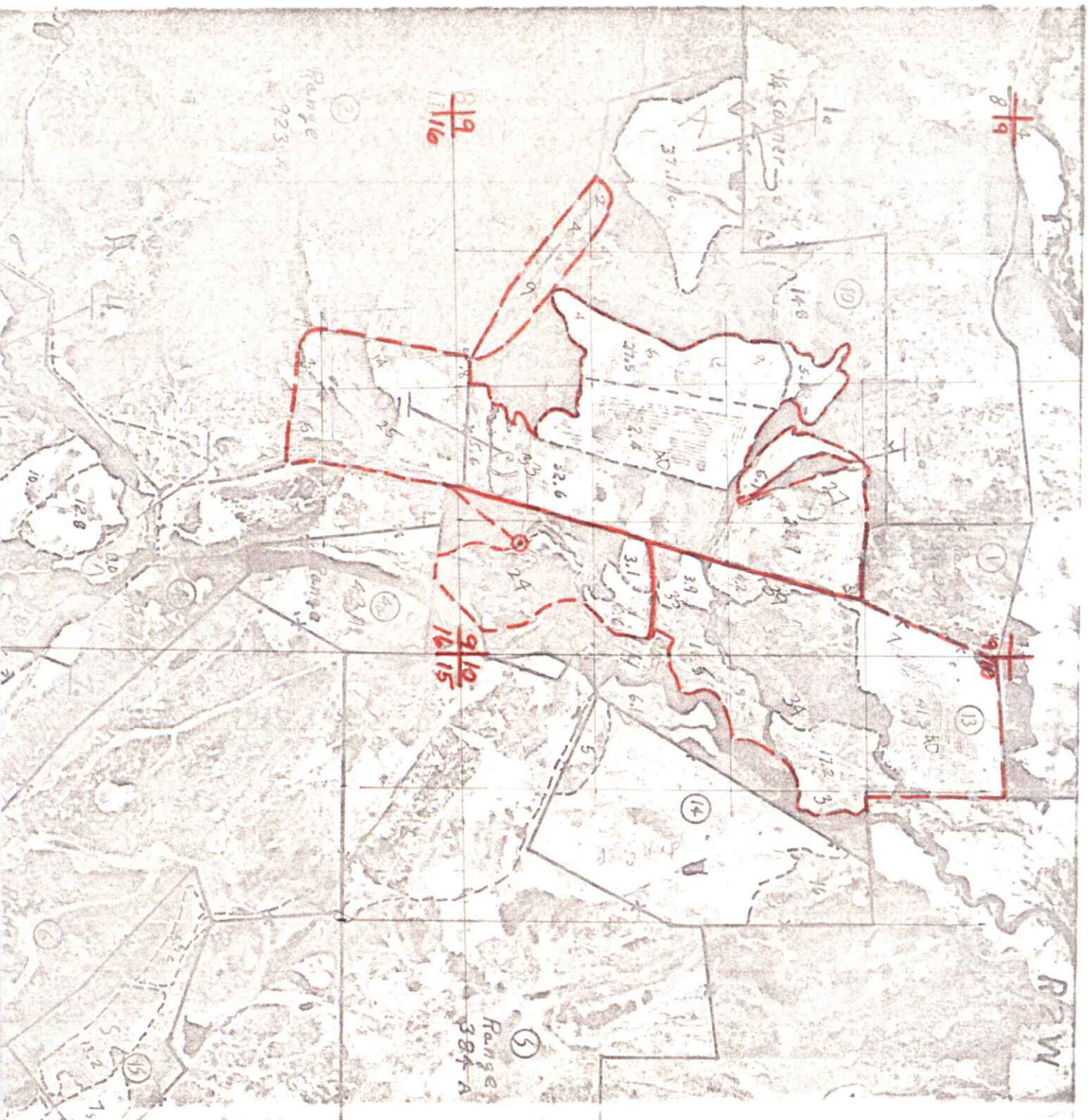
Cooperating with

Moises River Soil Conservation District

Idaho

Form No. 825, DATE
SCALE 4 1/2" = 1 mi. ACRES
PHOTO NO. 188-27, 28, 47-50,
99-104

Ranch
Range
Farm
Geo



STATE OF IDAHO
STATE LAND LEASE

LEASE NUMBER: C-5196

This lease agreement is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners (lessor) and Donald R. Eberle (lessee)
Selma Ann Eberle P. O. Box 1091 McCall, ID 83638
(Address) (City) (State) (Zip)

This lease shall commence January 1, 1997, and terminate December 31, 2006.

The annual rent payment is due on January 1 of each year.

The lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in attachment B, does hereby lease and demise unto the lessee the lands described in attachment A at the rates and uses specified herein; grazing 440.00 acres containing 73.00 AUMs, cropland 0.00 acres of dryland at 0.00 per acre, 40.00 acres irrigated land at 35.48 per acre and 0.00 acres of wasteland at 0.00 per acre, miscellaneous 50.00 per annum, or 0.00 premium bid.

IN WITNESS WHEREOF, The parties hereto have caused these presents to be duly executed the day and year first above written:

COUNTERSIGNED:

STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Pete T. Cenarrusa
Secretary of the State of Idaho



Philip E. Batt
President of the State Board of Land Commissioners
and Governor of the State of Idaho

Stanley F. Hamilton
Director Department of Lands

STATE OF IDAHO

COUNTY OF Ada

On this 16 day of January, in the year 1997, before me, a Notary Public in and for said State, personally appeared Philip E. Batt, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Pete T. Cenarrusa, known to me to be the Secretary of the State of Idaho and Stanley F. Hamilton, known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Residing at Meridian, Idaho, Commission expires 5/22/2001 Shirley A. Baker
Notary Public for Idaho

***** L E S S E E *****

x Selma Ann Eberle
(lessee)

STATE OF IDAHO

x D. R. Eberle
(lessee)

COUNTY OF Valley

On this 19th day of Dec., in the year 1996, before me, a Notary Public in and for said State, personally appeared D. R. Eberle and Selma Ann Eberle

known to me to be the lessee that executed the within instrument, and acknowledged to me that he y executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Residing at McCall, Idaho, Commission expires 8-15-2000 L. Marie Rogers
Notary Public for Idaho